

- (1) the specific reason(s) for the determination;
- (2) reference to the specific plan provisions on which the determination is based;
- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the Player's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Player's circumstances (or state that such explanation is available free of charge upon request).

The Player will have 180 days from the receipt of an adverse benefit determination to file a written request for review of the initial decision to the Retirement Board.

Players will have the opportunity to submit written comments, documents, and other information in support of their requests for review and will have access to relevant documents, records, and other information in his administrative record. The Retirement Board's review of the adverse benefit determination will take into account all available information, regardless of whether that information was presented or available to the Disability Initial Claims Committee. The Retirement Board will afford no deference to the determination of the Disability Initial Claims Committee.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be the individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the Retirement Board will provide for the identification of the medical experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the Retirement Board on review will be made no later than the date of the Retirement Board meeting that immediately follows the Plan's receipt of the Player's request for review, unless the request for review is received by the Plan within thirty days preceding the date of such meeting. In such case, the Retirement Board's decision may be made by no later than the second meeting following the Plan's receipt of the request for review. If special circumstances

require a further extension of time for processing, a benefit determination will be rendered not later than the third meeting of the Retirement Board following the Plan's receipt of the request for review. If such an extension of time is required, the Retirement Board will notify the Player in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension.

The Player will be notified of the results of the review not later than five days after the determination.

Any notification of an adverse benefit determination on review will:

- (1) state the specific reason(s) for the determination;
- (2) reference specific Plan provision(s) on which the determination is based;
- (3) state that the Player is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that the Player has the right to bring an action under ERISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Player's circumstances (or state that such explanation is available free of charge upon request).

(b) All Other Claims. Each Player or his beneficiary must claim any benefit to which he believes he is entitled under this Plan by filing a written claim with the Retirement Board in accordance with claim filing procedures established by the Retirement Board.

A Player's representative may act on behalf of a Player in pursuing a claim for benefits or appeal of an adverse benefit determination only after the Player submits to the Plan a signed written authorization identifying the representative by name.

The Retirement Board will decide a claim within ninety days of the date on which the claim is filed in accordance with the Plan's claim filing procedures, unless special circumstances (such as the need to obtain further clarifying information) require a longer period for adjudication and the claimant is notified in writing, prior to the expiration of the ninety-day period, of the reasons for an extension of time and the expected decision date; provided, however, that no extensions will be permitted beyond ninety days after the expiration of the initial ninety-day period. If the Retirement Board fails to notify the claimant of its decision to

grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Retirement Board and the review procedure described below will become available to the claimant.

If a claim is denied, in whole or in part, the claimant must receive a written notice stating:

- (1) the specific reason(s) for the denial;
- (2) a specific reference to the Plan provision on which the denial is based;
- (3) a description of additional information necessary for the claimant to perfect his claim, and an explanation of why such material is necessary; and
- (4) an explanation of the procedure for review for of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

The claimant will have sixty days to request in writing a review of the denial of his claim by the Retirement Board, which will provide a full and fair review. The claimant or his duly authorized representative will have, upon request and free of charge, reasonable access to, and copies of all, documents, records, and other information relevant to the claimant's claim for benefits, and may submit issues and comments in writing. The review will take into account all available information, regardless of whether such information was submitted or considered in the initial benefit determination. The decision by the Retirement Board with respect to the review will be made no later than the date of the Retirement Board meeting following the Plan's receipt of the claimant's request for review; unless the request for review is received within thirty days preceding the date of such meeting, in which case, a decision will be made no later than the date of the second Retirement Board meeting following the Plan's receipt of the claimant's request for review. Notwithstanding the preceding sentence, if special circumstances (such as the need to obtain further clarifying information) require further extension of time in order for the Retirement Board to make a decision with respect to the review, a decision will be made no later than the third Retirement Board meeting following the Plan's receipt of the claimant's request for review, and the claimant will be notified in writing, prior to the end of the initial review period, of the reasons for the extension and the expected decision date. The decision will be written in a manner calculated to be understood by the claimant, and it will include the following:

- (1) the specific reason(s) for the adverse determination;
- (2) specific reference to pertinent Plan provisions on which the adverse determination is based;
- (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and

- (4) a statement of the claimant's right to bring a civil action under section 502(a) of ERISA.

11.7 Limitation on Actions.

(a) **Adverse Benefit Determinations.** No suit or legal action with respect to an adverse benefit determination may be commenced more than forty-two months from the date of the final decision on the claim for benefits (including the decision on review).

(b) **Other Actions.** Except as provided in Section 11.7(a), no action alleging an omission, violation, or breach of any responsibility, duty, or obligation imposed by this Plan (or any internal rule, guideline, or protocol) or any applicable law may be commenced after the earlier of –

- (1) six years after the date of the omission, violation, or breach, or
- (2) three years after the earliest date on which the plaintiff had actual or constructive knowledge of the omission, violation, or breach,

except as provided in ERISA section 413 (but only where the fraud or concealment is separate from the offense and intended to conceal the existence of the offense).

11.8 Receipt of Documents. Correspondence, applications, forms, elections, designations, and other documents of any type are deemed received by the Retirement Board only if and when actually received by the Retirement Board, and not when mailed or otherwise sent or transmitted to the Retirement Board. The common law "mailbox rule" is expressly rejected.

11.9 No Employment Contract. This Plan creates no contract of employment between the Employer or the League and any Player.

11.10 Choice of Law. This Plan will be construed in accordance with ERISA and, to the extent not preempted, in accordance with the laws of the State of New York.

11.11 Severability. If any provision of this Plan is held illegal or void, such illegality or invalidity will not affect the remaining provisions of this Plan, but any such provision will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision had never been included.

11.12 Recovery of Certain Overpayments. If false information submitted by or on behalf of a Player causes the Player to receive amounts under the NFL Player Supplemental Disability Plan ("Disability Plan") to which such Player is not entitled, any future disability benefits payable to the Player or his beneficiary (including a Dependent or alternate payee) under Articles 5 or 6 will be reduced by the amount of the overpayment from the Disability Plan, plus interest at the rate of 6% per year.

11.13 USERRA. Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

11.14 Location of Payee Unknown. If the Plan Director, after following the procedures adopted by the Retirement Board, cannot locate a Player or beneficiary to whom a benefit is payable, the entire benefit of and amount payable to such Player or beneficiary are forfeited at the end of that Plan Year. The forfeiture shall be applied to reduce future Employer contributions. If the Player or beneficiary subsequently applies for the benefit (or, in cases where the right to receive payment of the benefit was previously established, the Plan is provided a proper address for the Player or beneficiary), the amount so forfeited will be reinstated and all amounts then due will be paid to such Player or beneficiary with interest at a reasonable rate.

11.15 Medical Director.

(a) **Selection.** Effective April 1, 2008, the Retirement Board may designate, by action of at least four members, a board-certified physician as the Plan's Medical Director. A Medical Director so designated will serve until at least three members of the Retirement Board agree to remove the Medical Director.

(b) **Duties.** The duties and responsibilities of the Medical Director will be determined by the Retirement Board, and will include medical advice with respect to the Plan's neutral physicians and medical examination procedures. The Medical Director will provide advice on medical issues relating to particular disability benefit claims as requested by a member of the Retirement Board or a member of the Disability Initial Claims Committee. The Medical Director will not examine Players, and will not decide or recommend whether a particular Player qualifies for a disability benefit. The Medical Director will not be a Plan fiduciary.

APPENDIX A
ACTUARIAL ASSUMPTIONS AND ACTUARIAL COST METHOD

Mortality rates:	RP-2000 Table projected to 2006.	
Disability mortality before age 65:	RP-2000 Table, disabled mortality.	
Nonfootball related disability rates before retirement:	Age	Rate
	22	.053
	27	.053
	32	.053
	37	.067
	42	.120
	47	.240
	52	.547
Football related disability rates:	.10% per year for Active Players and .08% per year for inactive Players until age 45, after which it becomes zero. Active Players are assumed to become inactive after one year or age 30, whichever comes later.	
Withdrawal rates:	For Players With Service of—	Rate
	1 year	29.1%
	2 years	19.7%
	3 years	17.0%
Election of early payment benefit:	35% of all Players out of football less than two years will elect the benefit two years after leaving football. Active Players are assumed to leave football after one season or age 30, whichever is later. No assumption for Players with no Credited Seasons before 1993.	
Retirement age:	47, except 55 for Players with no Credited Seasons before 1993.	
Percent married:	Social Security awards in 1972.	
Age of Player's wife:	Three years younger than Player.	
Remarriage and mortality rates for widow's benefit:	1980 Railroad Retirement Board rates.	

Net investment return: 7.25%.

Administration expenses: Actual for prior year.

Valuation date: First day of Plan Year.

Actuarial value of assets: Write up of assets to market value and restart new asset smoothing method as of April 1, 2007

Funding method: Unit credit cost method, except retrospective term cost based on actual experience during the prior year for line-of-duty disability benefits.

Amortization period: The Plan's unfunded actuarial accrued liability as of April 1, 2006 will be amortized in level amounts over 7 years, beginning with the contribution for the 2006 Plan Year. In each Plan Year after the 2006 Plan Year, a new level 7-year amortization period will be established for the net change in the Plan's unfunded liability during the preceding Plan Year, other than for the unfunded liability attributable to the benefit increases to which the parties agreed in the 2006 Amendment to the 1993 CBA ("2006 Benefit Increase"). The unfunded liability of the 2006 Benefit Increase will be amortized over six years, beginning with the contribution for the 2006 Plan Year, except that if the CBA is terminated by either party such that the last League Year subject to a Salary Cap is before 2011, the unamortized amount for the 2006 Benefit Increase may, at the Management Council's discretion, be amortized on a pro rata basis over the remaining League Year or League Years subject to a Salary Cap, unless otherwise agreed to by the parties. In no event shall the contribution for a year exceed an amount which is expected to produce a negative unfunded actuarial liability at the end of the plan year; nor shall the contribution be less than the minimum required under section 412 of the Internal Revenue Code.

APPENDIX B CONVERSION FACTORS

The following conversion factors will be used in determining actuarial equivalencies of the benefits under the Bert Bell/Pete Rozelle NFL Player Retirement Plan:

1. Life and Ten-Year Certain Pension Option (Section 4.4(c)(5)) – 99% minus 0.4% for each complete year of age greater than age forty-five on the effective date.
2. Life Only Pension with Social Security Option (Section 4.4(c)(3)) –
 - (a) For Players with Annuity Starting Dates on or after April 1, 2007, the greater of the benefit calculated using (a) Tables I and II attached, or (b) the assumptions in Sections 5(a) and (b) of this Appendix B.
 - (b) For all other payments, see Tables I and II attached.
3. Early Retirement Reduction and Deferred Retirement Increases (Section 4.3) – see Table III attached.
4. Qualified Joint and Survivor Annuity Option (Section 4.4(c)(2)) and Life and Contingent Annuitant Pension Option (Section 4.4(c)(4)) –
 - (a) For Players with an Annuity Starting Date on or after September 1, 2007 who had not attained age fifty-five as of September 1, 2007 and who elect (i) the Qualified Joint and Survivor Annuity Option (Section 4.4(c)(2)), or (ii) the Contingent Annuitant Pension Option (Section 4.4(c)(4)) where the Player's Spouse is the contingent annuitant, see Table IV attached.
 - (b) For all other payments, see Table V attached.
5. Early Payment Benefit (Section 4.5) – Effective April 1, 2008
 - (a) The mortality rates per the "applicable mortality table" under Code section 417(e)(3)(B), as specified in published guidance from the Internal Revenue Service as in effect at the relevant time, which includes (A) for distributions with an Annuity Starting Date on or after January 1, 2008, Revenue Ruling 2007-67, and (B) for distributions with an Annuity Starting Date on or after January 1, 2009, until subsequent guidance is issued, Notice 2008-85.
 - (b) The interest rate assumption used is the applicable interest rate described in section 417(e)(3)(C) for the second month preceding the first day of the Plan Year for which the calculation is made, as determined in accordance with published guidance from the Internal Revenue Service.

Notwithstanding the foregoing, if they produce a larger benefit than the assumptions set forth in (a) and (b) above, the following actuarial assumptions will be used:

- (i) a mortality assumption from the 1951 Group Annuity Mortality Table for males with ages set back one year, and
- (ii) an interest rate assumption of 6%.

Further, for Annuity Starting Dates that occur on or after April 1, 2000 and prior to August 1, 2000, in lieu of the interest rate set forth in (ii), the following interest assumptions will be used if they would result in a greater benefit:

- (iii) the "applicable interest rate" (as defined below), if the present value of the benefit (using such rate or rates) is not in excess of \$25,000; or
- (iv) 120% of the "applicable interest rate" (as defined below), if the present value of the benefit exceeds \$25,000 (as determined under paragraph (iii) above) and if the present value determined under this paragraph (iv) is at least \$25,000.

As used herein, "applicable interest rate" will be the interest rate or rates which would be used (as of the first day of the Plan Year in which the distribution is made) by the Pension Benefit Guaranty Corporation for a trustee single employer plan to value a benefit upon termination of an insufficient trustee single employer plan.

- 6. All other calculations – The 1951 Group Annuity Table, with ages set back one year for males and five years for females with a 6% per annum interest rate, will be used for all calculations where 1 through 5 of this Appendix B is not applicable. All Players are assumed to be males and all beneficiaries are assumed to be females.

Table I
Social Security Adjustment

Increase in pension until age 62 for each \$100 by which the increased pension is reduced thereafter.

<u>Player's Age on Effective Date</u>	<u>Increase</u>
45	\$23.93
46	25.76
47	27.75
48	29.93
49	32.31
50	34.92
51	37.79
52	40.95
53	44.43
54	48.28
55	52.54
56	57.27
57	62.53
58	68.40
59	74.96
60	82.33
61	90.63

For example, assume a Player is entitled to an Early Retirement Pension of \$1,900 per month at age 49 and that his estimated Social Security benefit at age 62 is \$1,500. His benefit would be computed as follows:

Before age 62	=	$\$1,900 + [(\$1,500/100 \times 32.31)]$
	=	$\$1,900 + \484.65
	=	$\$2,384.65$
After age 62	=	$\$2,384.65 - \$1,500$
	=	$\$884.65$

Table II
Social Security Adjustment

If a monthly benefit at age 62 from Table I is less than \$50, the increase in the benefit until age 62 is the product of the Early Retirement Pension minus \$50 and the appropriate factor from the table shown below.

<u>Player's Age on Effective Date</u>	<u>Percentage Factor</u>
45	31.47
46	34.70
47	38.41
48	42.71
49	47.73
50	53.66
51	60.75
52	69.34
53	79.95
54	93.34
55	110.69
56	134.00
57	166.86
58	216.41
59	299.39
60	465.95
61	966.84

For example, assume a Player is entitled to an Early Retirement Pension of \$700 per month at age 50 and that his estimated Social Security benefit is \$1,500 per month. His benefit, as computed using the first table produces a benefit at age 62 of less than \$50 (actually negative \$276.20). His benefit would therefore be calculated as follows:

$$\begin{aligned}
 \text{Before age 62} &= (\$700 - \$50) \times .5366 \\
 &= \$650 \times .5366 \\
 &= \$348.79
 \end{aligned}$$

Therefore, the benefit payable to age 62 is \$1,048.79 (\$700 + \$348.79), and the benefit payable at and after age 62 is \$50.

Table III

Early Retirement Reduction Factors

Percentage of Normal Retirement Pension payable at specified age.

Age	Percentage
45	45.2%
46	48.7
47	52.5
48	56.7
49	61.2
50	66.2
51	71.7
52	77.7
53	84.4
54	91.8

Deferred Retirement Increase Factors

Percentage of Normal Retirement Pension Payable at specified age.

Age	Percentage
56	109.1%
57	119.1
58	130.5
59	143.1
60	157.3
61	173.3
62	191.3
63	211.8
64	235.2
65	261.9

Table IV

Table to Convert Benefit Credits to Joint and Survivor Options When the Player's Spouse is the Beneficiary and the Player Had Not Attained Age 55 As Of September 1, 2007

If 100% of the benefit payable during the lifetime of the Player and his Spouse is paid to the Spouse if the Player dies first, then the applicable factor from this chart is applied to the benefit.

If the Player's Spouse receives less than 100% of the benefit, the appropriate factor is obtained from line 5 of the following worksheet:

- (1) Enter the percent (in decimal form) of the Player's benefit to go to the Player's Spouse on his death: _____
- (2) Enter the factor from this Table IV if 100% of the benefit was to go to the Player's Spouse: _____
- (3) Multiply the entries on lines (1) and (2) and enter here: _____
- (4) Add the entries on lines (1) and (2) and subtract the entry on line (3): _____
- (5) Divide the entry on line (2) by the entry on line (4) (the answer should be carried to three decimal places): _____

Table IV, continued

Table to Convert Credits to Joint and Survivor Options**When the Player's Spouse is the Beneficiary and the Player Had Not Attained Age 55 As Of September 1, 2007**

Age of Player When Benefits Begin To Be Paid	Age of Spouse When Benefits Begin To Be Paid To Player						
	25	26	27	28	29	30	31
45	0.832	0.834	0.836	0.838	0.840	0.843	0.845
46	0.822	0.824	0.826	0.828	0.830	0.833	0.835
47	0.811	0.813	0.816	0.818	0.820	0.822	0.825
48	0.801	0.803	0.805	0.807	0.809	0.812	0.814
49	0.789	0.792	0.794	0.796	0.798	0.801	0.803
50	0.778	0.780	0.782	0.784	0.787	0.789	0.792
51	0.766	0.768	0.771	0.773	0.775	0.778	0.780
52	0.754	0.756	0.759	0.761	0.763	0.766	0.768
53	0.742	0.744	0.746	0.748	0.751	0.753	0.756
54	0.729	0.731	0.734	0.736	0.738	0.741	0.743
55	0.716	0.719	0.721	0.723	0.725	0.728	0.730
56	0.703	0.705	0.707	0.710	0.712	0.714	0.717
57	0.690	0.692	0.694	0.696	0.698	0.701	0.703
58	0.676	0.678	0.680	0.682	0.684	0.687	0.689
59	0.661	0.663	0.665	0.668	0.670	0.672	0.675
60	0.647	0.649	0.651	0.653	0.655	0.657	0.660
61	0.632	0.633	0.635	0.638	0.640	0.642	0.645
62	0.616	0.618	0.620	0.622	0.624	0.626	0.629
63	0.600	0.602	0.604	0.606	0.608	0.610	0.613
64	0.584	0.586	0.587	0.589	0.592	0.594	0.596
65	0.567	0.569	0.571	0.573	0.575	0.577	0.579

Table IV, continued**Table to Convert Credits to Joint and Survivor Options****When the Player's Spouse is the Beneficiary and the Player Had Not Attained Age 55 As Of September 1, 2007**

Age of Player When Benefits Begin To Be Paid	Age of Spouse When Benefits Begin To Be Paid To Player						
	32	33	34	35	36	37	38
45	0.848	0.850	0.853	0.855	0.858	0.861	0.864
46	0.838	0.840	0.843	0.846	0.848	0.851	0.854
47	0.827	0.830	0.833	0.835	0.838	0.841	0.844
48	0.817	0.819	0.822	0.825	0.828	0.831	0.834
49	0.806	0.808	0.811	0.814	0.817	0.820	0.823
50	0.794	0.797	0.800	0.803	0.806	0.809	0.812
51	0.783	0.785	0.788	0.791	0.794	0.797	0.801
52	0.771	0.773	0.776	0.779	0.782	0.786	0.789
53	0.758	0.761	0.764	0.767	0.770	0.773	0.777
54	0.746	0.749	0.751	0.754	0.758	0.761	0.764
55	0.733	0.736	0.739	0.742	0.745	0.748	0.751
56	0.720	0.722	0.725	0.728	0.731	0.735	0.738
57	0.706	0.709	0.712	0.715	0.718	0.721	0.724
58	0.692	0.695	0.697	0.700	0.704	0.707	0.710
59	0.677	0.680	0.683	0.686	0.689	0.692	0.696
60	0.662	0.665	0.668	0.671	0.674	0.677	0.681
61	0.647	0.650	0.653	0.656	0.659	0.662	0.665
62	0.631	0.634	0.637	0.640	0.643	0.646	0.649
63	0.615	0.618	0.621	0.624	0.627	0.630	0.633
64	0.599	0.601	0.604	0.607	0.610	0.613	0.616
65	0.582	0.584	0.587	0.590	0.593	0.596	0.599